



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

REQUEST FOR PROPOSAL NUMBER: M9-0011

PROPOSAL DUE DATE: 2:00 PM (AZ TIME), January 14, 2009

In accordance with Arizona Revised Statute § 41-2534, competitive sealed proposals for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Proposals must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late proposals will not be considered. Offerors submitting late proposals will be so notified.

Proposals must be submitted in a sealed envelope with the Request for Proposal Number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or be typewritten. Additional instructions for preparing proposals are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement Office.

MATERIAL OR SERVICE: Hazardous Materials Commodity Flow Study encompass routes along Interstate 19 at the junction of I-10 South to the Mexico Border.


PRE-PROPOSAL CONFERENCE/SITE VISIT: A pre-proposal conference will be held at 1:00. PM (AZ TIME), January 7, 2009 at the Purchasing and Contracts office bldg. M5330, 5636 E. McDowell Rd, Phoenix AZ 85008. All potential Offerors are highly encouraged to attend.

FOR QUESTIONS ON THE SCOPE OF WORK: Roger Soden, **TELEPHONE:** (602) 392-7524

CONTRACT TYPE: FIRM, FIXED PRICE

BUYER: Kathy Eastep **TELEPHONE:** (602) 267-2763

PROPOSAL ISSUE DATE: December 22, 2008


CORRY SLAMA
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page.

DEMA PROCUREMENT OFFICE

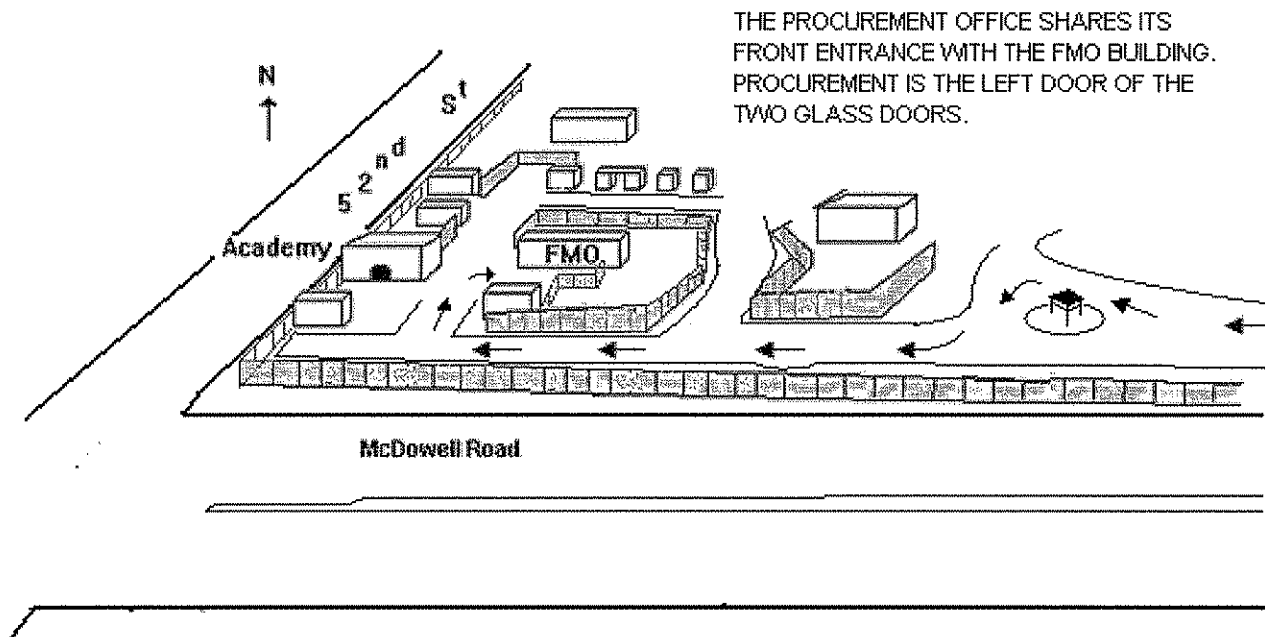
Building #M5330
5636 E. McDowell Road
Phoenix, Arizona

Hours of Operation

Monday - Friday 7:00 AM - 3:30 PM

Location

Access to the DEMA Procurement Office is available off Bushmaster. Bushmaster is approximately ½ mile east of 52nd Street. (Enter base off McDowell Rd., Turn north on Bushmaster and follow the road on the base parallel to McDowell Road.)



FOR QUESTIONS CALL 602-267-2699

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The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Other documents may be required. Offerors shall carefully review all sections of the Request for Proposal.

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SECTION I

UNIFORM INSTRUCTIONS TO OFFERORS v 7.1

The State of Arizona's approved Uniform Instructions (**Version 7.1, Dated 05/01/03**) to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION II

UNIFORM TERMS AND CONDITIONS – Az SPO Form 202, Revision 7

The State of Arizona's approved Uniform Terms and Conditions (**Version 7.0, Dated 05/01/03**) are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

Section III

DEMA SPECIAL UNIFORM TERMS AND CONDITIONS

1. CONFIDENTIAL INFORMATION

If a person believes that its proposal or protest submitted to the State contains trade secrets or other proprietary data that remain confidential under A.R.S. § 41-2533(d) or A.R.S. § 41-2534(d), the person shall include, with its submission, a statement that explains and supports the person's claim that the submission contains such information. The person also shall stamp as confidential or otherwise specifically identify in its submission all trade secrets and other proprietary data that it believes remain confidential.

2. INSURANCE REQUIREMENTS

Prior to commencing work or services under this Contract, Contractor shall furnish the Arizona Department of Emergency and Military Affairs with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the State of Arizona, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate

\$2,000,000

•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability – Written and Oral	\$1,000,000
•	Fire Legal Liability	\$ 50,000
•	Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$500,000

Disease – Each Employee \$500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

3. **LICENSES/REGISTRATIONS**

The Contractor and any consultants shall maintain current all applicable federal, state and local licenses/registrations required for the operation of the business conducted by the Contractor and any consultants as applicable to the Contract.

4. **PATENTS AND COPYRIGHTS**

All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under the Contract are the property of the State of Arizona and shall not be used or released by the Contractor or any other person except with the prior written permission of the Department.

5. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN STATE PERSONNEL**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Department's needs in accordance with Arizona Revised Statute, Title 41, Chapter 23, Article 4 and associated Arizona Administrative Codes.

6. **APPROVAL**

The Contract shall be entered into by the Department and the Contractor in accordance with laws of the State of Arizona.

7. **SAFETY STANDARDS**

All work provided under this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

8. **CONTRACT EXTENSION**

The Department reserves the right to unilaterally extend the Contract for thirty-one (31) days past the expiration date. Any resultant Contract may be extended for supplemental periods of one (1) year each, up to a maximum contract term of five (5) years, by a mutual written agreement between the Contractor and Department.

9. **CONTRACT APPLICABILITY**

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department/State of Arizona are not applicable to this Solicitation nor any resultant Contract.

10. **USE OF ENDANGERED TROPICAL HARDWOOD**

Contractors shall comply with all provisions of Arizona Revised Statute § 34-201, as amended, concerning any construction, building addition, or alteration project which is financed by monies of this State or its political subdivisions. Endangered tropical hardwood shall not be used unless an exemption is granted by the Director of the Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. "Endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

11. **VALUE IN PROCUREMENT**

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

12. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of

the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

13. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

14. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.

The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1 of this subsection #15 in this solicitation.

Section IV
PROPOSAL REQUIREMENTS

1. PURPOSE

The Arizona Department of Emergency and Military Affairs requests submission of Proposals from qualified firms for: **Hazardous Materials Commodity Flow Study encompass routes along Interstate 19 at the junction of I-10 South to the Mexico Border.**

2. PROPOSAL FORMAT

Firms interested in submitting a Proposal must respond in accordance with the requirements contained herein and include no less than the following information (organized and tabbed in this sequence):

Letter of Transmittal

Table of Contents

Short Introduction and Summary – A written narrative describing the method or manner in which you propose to satisfy and/or meet the requirements of the Scope of Work.

Proposal

DEMA will select the contractor to perform the work described in this SOW based upon an evaluation of written proposal submitted by the contractor. The Proposal shall include:

Qualifications

- a. Describe the length of time the firm has been in operation and its experience with similar projects as outlined in this solicitation
- b. Clearly identify the project team organization and specific personnel to be assigned to the project, to include:
 - i. Brief resumes of the professional staff directly involved in the project. Resumes must include number of years with the firm, education level achieved, individual experience, overall qualifications and any certifications obtained.
 - ii. Organization chart, staffing levels and lines of authority. Describe how the project responsibility will be established and controlled.
 - iii. Provide a list of key personnel in the organization not directly related to the project who will provide support service.
 - iv. Project responsibility for key employees or subcontractors that will be assigned or associated with the project.
- c. Identify associates and/or consultants who may be involved in the performance of the project and specifically identify their individual qualifications. Services to be provided in-house and those to be provided by outside consultants or joint/venture partnerships must be identified.
- d. Provide a list of current and pending major project commitments by your firm. Indicate project schedules and sizes.
- e. Describe three projects completed in the past three (3) years that are similar in type, size and complexity. Include client names(s), contact name(s) and telephone(s), dates, brief description of the project, services performed and the similarities to the project described herein.

Experience:

- f. List at least three (3) projects your firm has completed in the last three (3) years that are similar in type, size and complexity. Include client name, contact name and date(s).
- g. Familiarity of work on state contracts
- h. Availability of staff to complete work
- i. Length of time in operation
- j. History of work on comparable projects

Expertise:

- k. Education levels of proposed staff
- l. Experience of proposed staff
- m. Overall qualifications of staff
- n. Facts about organizational chart, staffing and lines of authority
- o. Established working relationship with proposed associates or consultants
- p. Conformance with Proposal format

Proposal addresses:

- q. Stakeholders
- r. Data Collection Methods
- s. Data Analysis
- t. Transportation patterns
- u. Hot spots
- v. Deliverables

Proposal addresses additional data sources

- w. U.S. Customs
- x. U.S. Census Bureau
- y. Haztraks
- z. State Data Bases

Technical Approach/Methodology:

- aa. Work plan in sufficient detail:
 - i. In accordance to scope of work
 - ii. In accordance to work product
 - iii. Deliverables
- bb. Primary Data Resources:
 - i. Traffic Surveys
 - ii. Mail out surveys
 - iii. Interview local authorities
- cc. Additional data sources:
 - i. US Customs
 - ii. US Census Bureau
 - iii. HazTraks
 - iv. State Data Bases

Proposed Study Costs: (The proposal cost shall include all direct labor, overhead, travel and other direct or indirect costs. The contractor shall present invoices for payment upon the completion of deliverables as agreed to in a final timetable established between the AZSERC and contractor.)

- dd. Phase/Part I
 - i. Budget of sufficient detail
 - 1. Stakeholders
 - 2. Data Collection methods
 - 3. Data Analysis
 - 4. Transportation patterns
 - 5. Hot spots
- ee. Phase/Part II
 - i. Budget of sufficient detail
 - 1. Stakeholders
 - 2. Data Collection methods
 - 3. Data Analysis
 - 4. Transportation patterns
 - 5. Hot spots

Financial Statements -- Provide your firms last three (3) consecutive years (ending December 31st) financial statements (Balance Sheet, Income Statement and Statement of Cash Flow) prepared in accordance with General Accepted Accounting Principles.

Other Data

Proposal Exception(s)

All Attachment(s) (organized in sequential order)

Attachment A Offer and Acceptance

Attachment B Bid Proposal Form

Attachment C Certificate of Corporate Authority

Attachment D Non-Collusion Affidavit

Attachment E Suspension/Department Affidavit

Attachment F Small, Woman-Owned and/or Minority-Owned Business Certification

3. PROPOSAL SUBMITTAL:

SUBMIT FIVE (5) ORIGINAL COPIES OF YOUR PROPOSAL. ALL PROPOSALS MUST INCLUDE AN ORIGINAL SIGNATURE, BE COMPLETE IN EVERY DETAIL AND RECEIVED NO LATER THAN 2:00 pm (AZ TIME), January 14, 2009

DELIVER OR SEND YOUR PROPOSALS TO:

Department Procurement Office (STATE)
Department of Emergency & Military Affairs
5636 E. McDowell Road, Building M5330
Phoenix, Arizona 85008-3495

4. PROPOSAL OPENING

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. All other information contained in the proposals shall remain confidential. Proposals are not be subject to public inspection until after a Contract award has been made. **Late proposals will not be accepted.**

5. OFFER ACCEPTANCE PERIOD

Proposals must be held open and will be considered an irrevocable offer for **one hundred twenty (120) days** after the proposal opening date and time.

6. EVALUATION CRITERIA

Each proposal will be reviewed to determine the compliance or non-compliance of the requirements stated in the RFP and evaluated against the specific evaluation criteria listed. The evaluation criteria contained in this solicitation are listed in order of descending importance (the most important criterion listed first followed consecutively by criteria of lesser importance/value).

The Procurement Officer may conduct verbal and/or written discussions with offerors and negotiations may be conducted with offerors reasonably susceptible of being selected for award and that fall within the competitive range.

Each proposal will be evaluated in accordance with the following established evaluation criteria.
OFFERORS ARE REQUESTED TO KEEP THEIR NARRATIVES BRIEF AND TO THE POINT.

a. Experience:

1. Length of time the Offeror has been in operation
2. History of firm working on comparable projects
3. Familiarity of firm working on State contracts
4. Availability of staff to complete the work
5. List at least three (3) projects your firm has completed in the last three (3) years that are similar in type, size and complexity. Include client name, contact name and date(s)

b. **Expertise:**

1. Education levels of proposed staff
2. Experience of proposed staff
3. Overall qualifications of staff
4. Facts about organizational chart, staffing and lines of authority.
5. Established working relationship with proposed associates or consultants
6. Conformance with Proposal format.

c. **Technical Approach/Methodology:**

d. **Cost(s):**

Section IV
APPLICABLE LAWS AND REGULATIONS
AS REQUIRED BY MASTER COOPERATIVE AGREEMENT

1. NONDISCRIMINATION

The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b. Executive Order 11246 and Department of labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

2. LOBBYING

a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.

3. DRUG-FREE WORK PLACE

a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.

b. The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

4. ENVIRONMENTAL PROTECTION

a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

5. USE OF UNITED STATES FLAG VESSELS

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U. S. Maritime Administration, Washington, D.C. 20590; and

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this contract, and to cause such provisions to be inserted in all sub contracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

6. DEBARMENT AND SUSPENSION

a. Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

7. BUY AMERICAN ACT

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding Between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy

American Act.

8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

ATTACHMENT A – OFFER & ACCEPTANCE DOCUMENT

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
REQUEST FOR PROPOSAL: M9-0011

SUBMIT THE ORIGINAL OF THIS ATTACHMENT TO THE DEPARTMENT PROCUREMENT OFFICE

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish Hazardous Materials Commodity Flow Study encompass routes along Interstate 19 at the junction of I-10 South to the Mexico Border. in compliance with all terms, conditions, drawings, specifications and/or addenda. Signature also certifies understanding and compliance with the Instructions to Offerors. Furthermore, in accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran and/or Sudan.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer: Name _____ Telephone No. _____ Fax No. _____ Authorized signature: _____ Printed Name _____ Title _____ Signature _____
Federal Employer Identification No.:	
Commercial Contractor's License No:	
Company Information:	
Company Name: _____	
Street Address _____	
Street Address _____	
City _____ State _____ Zip _____	

Company Email Address _____	

ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Proposal is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's proposal as accepted by the State. This Contract shall be referenced by Contract No. M9-0011

DO NOT commence any billable work or provide any materials or services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.

<p>AZ. DEPT. OF EMERG. & MILIARY AFFAIRS</p> <p>Awarded the _____ day of _____, 200____</p> <p>_____ Corry Slama, C.P.M., CPPB As Procurement Manager & Not Personally</p>
--

ATTACHMENT B
BID PROPOSAL FORM

Sealed Proposals will be received until 2:00 pm (AZ TIME), January 14, 2009 in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Proposals will be opened in Building #M5330.

Having carefully examined the premises, conditions and all specifications affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete Hazardous Materials Commodity Flow Study encompass routes along Interstate 19 at the junction of I-10 South to the Mexico Border in strict conformity with all provisions of the Solicitation for the following:

1. BASE PROPOSAL, FIRM, FIXED PRICE OF:

_____ (\$ _____)

PAYMENT TERMS:

Net _____ Days or Prices quoted herein can be discounted by _____% if payment is made within _____ days of invoice receipt.

The Offeror agrees to complete all of the work under the contract no later than March 31, 2009

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his proposal.

The Department of Emergency and Military Affairs shall not be responsible for any errors or omissions on the part of the Offeror.

This proposal may not be withdrawn for a period of at least one hundred twenty (120) days after the proposal closing date.

ATTACHMENT C
CERTIFICATE OF CORPORATE AUTHORITY

Offerors must provide the following information:

A Corporation existing under the laws of the State of _____; or

A Partnership consisting of _____; or

An Individual trading as _____.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, _____, certify that I am the _____
of the Corporation named as Offeror herein; that _____ signed this
Bid on behalf of the Corporation, was then the _____ of said
Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE OFFICER
(Signature)

ATTACHMENT D
NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)
COUNTY OF _____)

_____, Affiant,
(Name) (Title)

Of _____, the Person, Corporation, or Company
(Firm Name)

Who makes the accompanying Bid, having first been sworn, deposes and says:

"That such Bid is genuine and is not sham or collusive, or made in the interest or behalf of any person not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other Person, Firm or Corporation to refrain from bidding, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror."

(Firm Name)

By:

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____
(Date) (Notary Public)

STATE OF ARIZONA)
COUNTY OF _____)

of _____, the Person, Corporation, or Company who make the accompanying
(Firm Name)

It is agreed that if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion. If awarded, the offeror must include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.”

(Title)

20

ATTACHMENT F

SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<ul style="list-style-type: none"><input type="radio"/> 1.0 Small Business (SB)<input type="radio"/> 2.0 Small Business- African American (SBAA)<input type="radio"/> 3.0 Small Business- Asian (SBA)<input type="radio"/> 4.0 Small Business- Hispanic (SBH)<input type="radio"/> 5.0 Small Business- Native American (SBNA)<input type="radio"/> 6.0 Small Business- Other (SBO)<input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)<input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)<input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)<input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)<input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)<input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<ul style="list-style-type: none"><input type="radio"/> 13.0 Woman Owned Business (WOB)<input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA)<input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)<input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)<input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)<input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)<input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)<input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)<input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)<input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)<input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not
(check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature Date

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not
(check one) a Minority and/or Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature Date

REQUEST FOR PROPOSAL:

HAZARDOUS MATERIALS

COMMODITY FLOW STUDY

**Mr. Mark Howard, Executive Director
Arizona Emergency Response Commission
Division of Emergency Management
5636 East McDowell Road
Phoenix, Arizona 85008-3495**

I. Introduction

The Arizona Emergency Response Commission (AZSERC) is gathering information concerning the transportation of hazardous materials throughout the State of Arizona. Having previously completed six commodity flow studies; (Interstate 10 at the Junction of Highway 85 west to the California Border (2008), Highway 60 from the Maricopa/Pinal County Line to Globe (2007), Highway 60/70 from Globe to the New Mexico Border via Show Low and Safford (2008), Interstate 10/8 from the New Mexico Border to the California Border (2006), Interstate 40 from the New Mexico Border to the California Border (2004) and Interstate 19 from the Mexico Border to the junction of I-10 (2003)), to expand chemical emergency planning and prevention efforts. This completed AZSERC five year study to gather information concerning the transportation of hazardous materials on Arizona highways. A similar study needs to be completed to encompass routes along Interstate 19 at the junction of I-10 South to the Mexico Border to see/compare the changes in hazardous materials transportation since this study was done in 2003. The study shall include current and proposed major industrial sites that feed into the study area as well as railways that parallel and feed into the study area.

The purpose of this study is to assist Local Emergency Planning Committees (LEPCs), Tribal Emergency Response Commissions (TERCs) and planning communities and the state to determine what hazardous materials are being transported to, from, and through communities and how chemical facilities located along these routes to determine the areas at risk within respective jurisdictions. By doing so, the LEPCs/TERCs may assess and improve both existing public and private strategies and tactics for emergency response capabilities to minimize risk.

The completed project shall serve to support and improve the operational readiness posture of responders in Arizona. This project shall be completed no later than March 31, 2009.

II. Scope of Work

The goal of the commodity flow study is to identify the types and quantities of hazardous materials identified in the Article/Section I.

The nature, quantities, and routes of hazardous materials transported via rail and highway shall be identified. The study shall draw upon major sources of relevant data available at all levels of government and include ingress and egress routes of fixed facilities in communities along Interstate 19 between I-10 and the Mexico Border as identified in the preface. This newly combined information shall be accessible for emergency planners and responders. AZSERC believes the study shall serve as a useful tool and ongoing reference document for emergency planning and response.

Additionally, the study shall be coordinated with the individual LEPCs in Pima, and Santa Cruz Counties; with the Pascua Yaqui Tribe, the state and federal/military agencies along arteries in the study area; as well as with the AZSERC to identify, analyze and collate the necessary data to complete the study/report as required.

This study should interrelate with all previous commodity flow studies so the information concerning transportation of hazardous cargo remains constant though out the state.

III. Priorities: The following priorities shall be addressed by the vendor in the study:

- A. The goal is to complete a commodity flow study to identify Hazardous Materials traveling on Interstate 19 between I-10 south to the Mexico Border.

Interstate 19

1. Hazardous Materials entering and exiting at I-19 Southbound at I-10.
2. Hazardous Materials entering and exiting at the junction of Interstate 19 and US

3. Hazardous Materials entering and exiting at I-19 at Valencia
4. Hazardous Materials entering and exiting at Sahuarita Road
5. Hazardous Materials entering and exiting at Duval Mine Rd
6. Hazardous Materials entering and exiting at I-19 and the Mexico Border
7. Hazardous Materials entering and exiting at junction SR 82 and SR 83
8. Hazardous Materials to be determined at the stakeholder meeting along I-19 Corridor and Arterial Highways I-10 and Mexico Border..

- B. Identify Hazardous Materials traveling via rail that runs parallel to the route as identified in Priority #A.

IV. Work Product:

The commodity flow study and final report developed shall aid local, state, tribal and federal authorities in understanding the volume and nature of hazardous materials movements into, out of, and through the region described above. The identification of quantities and types of hazardous materials shall enhance emergency services support and ensure personnel are properly trained and equipped to deal effectively with those products.

Stakeholders: Residents and those working in close proximity to hazardous materials' travel routes and potential release sites shall be benefactors of this study. The primary objectives are community awareness of the routes and risks in their areas and informed emergency response officials.

Data Collection: Information on commodities present in the local area, flow of transported goods, transportation network and sensitive/sacred areas in the region shall be addressed. Areas to be surveyed shall include surface streets, major truck routes, rail lines and border facilities. Data collected for projected facilities shall be gathered from historical data of like or similar sites in other locations throughout the country.

Transportation of Hazardous Materials:

Hazardous Materials traveling on study routes shall be identified. Rail traffic shall be analyzed to determine direction and crossing procedures and the location of points along the tracks along Interstate 19. The location where rail companies store goods, pending final transport, shall also be assessed, as well as fuel depots along the rail routes. The number of trains per day and number of rail cars per train shall also be addressed.

Traffic patterns at specific locations shall be identified as specified and listed in the Priorities Section with the scope of work.

Hot Spots: Potential risk areas and links between problem areas and critical infrastructure, which shall be useful to local officials, shall be identified.

- The first area involves the identification of environmentally sensitive areas including bodies of water that are sources of drinking water or have unique environmental significance. Wetlands or any geographical areas where a spill or release might create significant risk to the population shall be included.
- The second area identifies places and points along major traffic routes that are a higher risk level in the event of an accident and the types of hazards that are present. This shall include schools, vulnerable facilities, densely population areas, and public gathering points such as, but not limited to, parks, routes and rail lines.
- The third area is potential hot spots that may be emerging, or are located at emergency routes, that shall become a problem in the event of a spill or release, such as planned subdivisions and/or commercial properties.

- The fourth area is the sacred areas that are at risk shall also be identified. Identified sacred areas shall not be provided as public information. All information on sacred sites shall be protected according to the National Historic Preservation Act.

Information Provided: Internet availability with web site and data source to provide information and suggestions to local officials on ways to monitor the flow of hazardous materials in the area. Required data shall be made available along with a list of helpful points of contacts for future information. The goal is to give emergency planners and responders enough information to update reports, monitor trends and/or determine whether the nature of their environmental risk is changing.

Comparison: A comparison shall be done with the present data and the data that was gathered from the previous study (2003). The comparison will show the changes increases/decreases, new and hazardous materials no longer traveling along I-19 and arterial highways and railroads.

Interacting maps: Interacting maps will be included on the electronic version with associated data base. When the cursor is on a data point a chart will appear with the data for that point.

V. Deliverables

Prior to the completion of the study and no later than March 1, 2009, the contractor shall provide an intermediate briefing to AZSERC and AZSERC invitees, TERCs and LEPCs on study progress and results. This briefing must be done using a PowerPoint presentation. Two (2) hard copies of the PowerPoint presentation must be provided to AZSERC. Feedback from the stakeholders is essential to ensure the study meets deliverable requirements.

The final report/study shall be presented in a bound 8½ x 11 format with graphs and tables to compare data. A table of contents shall include an introduction, methodology, regional overview, stakeholders, data collection, data analysis, transportation of hazardous materials, hot spots, information, and recommendations in narrative form. Lists of tables and figures shall be included. All maps shall be in color to assist in identifying major roads and communities.

Modeling of Potential Releases

A modeling of potential releases of hazardous materials to evaluate the areas of concern adjacent to the transportation corridors shall be done and included in the final report. Modeling tools can consist of, but are not limited to, ALOHA (Areal Location of Hazardous Atmospheres) and RMP*Comp. Modeling shall be compared to three levels of concern (LOC): 1) The concentration identified as immediately dangerous to life and health (IDLH); 2) Ten percent of the IDLH concentration; and 3) The eight hour time-weighted average (TWA) exposure level as set by the National Institute of occupational Safety and Health (NIOSH). These results will be used to evaluate the "areas of concern" adjacent to the transportation corridors. The models will be used to assess the distance from the source that could potentially be affected in each accident scenario. These values will be used to define two corridors along each major transportation route, a credible-case corridor and worst-case corridor. High-risk locations within these corridors shall be identified and presented graphically and as a tabular list.

Twenty (20) hard paper copies of the report (in binders) shall be provided with electronic copy on CD included in the binders. The electronic report shall be in .pdf format, readable by Adobe Acrobat Reader 5.0 and above. The vendor shall also provide 20 additional CD copies of the study. Additional copies of the report will be produced and charged on an individual report basis. A closeout meeting shall be conducted by the awarded contractor upon the completion of the project.